

Leapest Terms for Buyers

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Welcome to Leapest. We are excited that you are interested in becoming a Buyer with us. Here at Leapest, it is our ambition to offer you a comprehensive portfolio, an efficient and transparent platform to buy products and services, Items, such as courseware, eLearning, instructor provisioning service, certification exams, learning aids, reference content etc.) relating to the training and education services domain focussed on the working professionals. Leapest simplifies the way you organize training programs.

These **Terms for Buyers** are part of our **Terms of Use**. By becoming a Buyer on Leapest, you agree to this policy and our Terms of Use. When we say (“**You**”) in these Terms for Buyers, we are referring to you, whose details are listed as the legal authorized signatory of Leapest Buyers. You will need to agree to these terms before you can become a Buyer. These govern the relationships, rights, and obligations of Buyers towards Sellers and towards Leapest while using the Leapest platform. If there is any inconsistency or conflict between what we say in the Terms for Buyers and what is in the other documents under Leapest Terms of Use, what we state in these Terms for Buyers would prevail.

Unless otherwise defined in these Terms for Buyers, the capitalized terms shall have the same meaning as used in the other documents under Leapest Terms of Use. Read on for details about your Buyer rights and obligations, the process of buying Items on Leapest for the delivery of training programs.

1. Buying on Leapest

1.1 Buyer Categories

When you create an Account as a Buyer, you must indicate whether you are a commercial training organization looking to purchase Items for commercial use or if you are an organization looking to buy Items for internal use. We recognize these two types of Buyers as “**Training Companies**” and as “**Corporates**,” respectively. A Buyer is assigned to one of these categories during their registration process to create an Account on Leapest, and Leapest reserves the right to modify the category assignment at any time with 30 days’ notice.

- “**Training Companies**”, means Buyers on the Platform that are looking to purchase Items for commercial use.
- “**Corporates**” means Buyers on the Platform that are looking to purchase Items for internal consumption.

2. Purchasing Items on Leapest

2.1 Purchase Items

Once you have an Account as a Verified Buyer with Leapest, it allows you to buy Items provided by Sellers and participate in various activities on the Platform.

2.2 Agreement between Buyers and Sellers

Upon receipt of an order confirmation from Leapest, a legally binding agreement is formed between a Buyer and a Seller. This agreement is subject to the Leapest Terms of Use. Buyers and Sellers acknowledge and agree that they, and not Leapest, will be responsible for performing the obligations of the Agreement between Buyer and Seller, that Leapest is not a party to such agreements, and that, with the exception of Leapest Payment Service and Leapest Fulfillment Service pursuant to terms and conditions, Leapest (inclusive of all subsidiaries) disclaims all liability arising from or related to any such agreements.

2.3 Your data

When you are buying Items on Leapest, your relevant details may be provided to the Seller of the Item in order to facilitate the transaction. The Seller may require your information, for example, in order to complete an accreditation activity or provide support services to you.

Please refer to the Leapest Terms of Use and Leapest Privacy Policy for more information on how we protect personal data.

3. Licenses and Vouchers

3.1.1 Leapest displays a wide range of Items for sale. When you purchase an Item on Leapest, you are actually buying a license. This license grants you the non-exclusive right to a specific Item, and these rights are granted to you by the Seller of that Item.

3.1.2 There are various types of Items available on Leapest and the license you receive has specific characteristics relevant to that Item. Some licenses, for example, allow you to download Items, other licenses allow you to print Items, and other licenses provide you the right to engage with an instructor to perform specific services for you. Some licenses provide you the rights to physical content, such as printed books, that will be delivered to you based on the information you provided while placing your order.

3.1.3 The general use of licenses, however, means that you use the Items that you purchase for the organization and delivery of training services. For example, you buy coursebooks to use them in a training course that you are organizing for your customers or your employees.

3.2 Vouchers

Your license is presented to you as a Voucher for Items which are for digital delivery, for example eBooks, eLearning, exams, instructor packages. You can use vouchers to manage the distribution of training products to end users. Vouchers have specific status. The use of vouchers and their statuses are explained in the Fulfillment Terms.

3.3 License Expiration

3.3.1 License expires on the date specified on the Voucher. You can find the validity date of the vouchers purchased in the Voucher Section on your account on Leapest.

3.3.2 In an exceptional situation, a Seller may reserve the right to reduce the validity of Vouchers that you have purchased. An example of such a situation could be a significant price change forced on to the Seller by a third party, such as an accreditor, third party reseller, or government. Another example could be that Seller ceases to do business or the third-party re-seller ceases to offer the Items. In any case, the Seller should notify the Buyer of such a decision within a notice period. You will find this information in the Fulfillment Terms.

3.4 Seller Requirements for Buying Products

3.4.1 Some Items are not available immediately to you for purchase or use. In order for you to purchase or use these Items, specific prerequisites need to be met. Only after meeting these requirements will you be able to purchase or use these Items. For example, you might need to submit specific proof or contracts (e.g. proof of accreditation) to a Seller or a Seller-related organization before you can purchase Items. Leapest is not a party in this. These requirements, if applicable, are defined by the Seller.

3.4.2 Some of these Seller requirements may contain third-party accreditation requirements that you will also need to adhere to or provide evidence of adherence to. A Seller does not in any way guarantee that the information you submit is sufficient to achieve the required accreditation with relevant authorities. The Buyer recognizes that the decision of accreditation, and therefore the access to associated Items, may reside with a party outside the control of the Seller.

3.4.3 The Buyer further acknowledges that specific requirements may also include payment of specific fees, and that Items may only become available for purchasing after payment of these fees.

3.5 Additional Agreements

Some Items may be subject to separate policies, guidelines, or requirements, or may require you to accept additional terms and conditions provided by Seller. If this is the case, Leapest will provide you with an additional contract for signing. Leapest facilitates this process, but is not a contracting party. You are actually signing a direct binding Agreement with the Seller, and are adhering to the terms of service that are related to the contract you are signing with the Seller. If there is a conflict between these additional terms and the terms and conditions of Leapest, the Leapest terms and conditions will always take precedence unless specified otherwise.

3.6 Seller Support

Sellers can choose whether or not to provide support for the Items that they offer. Examples of "support" from the Seller could include train-the-trainer services or support in configuring a lab or case study. If a Seller provides support to you, the conditions supporting this service are defined in the Seller's profile page on Leapest.

3.7 Leapest Services

When you buy an Item from Leapest, you may also receive support from Leapest which relates specifically to the use of the Leapest Platform, the payment, or fulfilment of orders. Please be aware that Leapest does not provide customer support for matters relating to the content of the Item. Content support is the responsibility of Sellers.

3.8 Intellectual Property

When you are buying Items on Leapest, and receiving licenses, there is no actual Intellectual Property being transferred to you. The Intellectual Property for all Items on Leapest resides exclusively with the Sellers of those Items. You receive limited use rights of these Items that allows you to use the Intellectual Property for the fulfillment of educational services. Except for customizable courseware Items, and other exceptions where has explicitly granted you additional rights, you may not modify, alter Items, or imitate Items in whole or in part.

3.9 License to use Seller content

Sellers grant the rights to use the course description and other listing information presented on the Leapest Platform by Sellers for the promotion of your own training programs. You may not edit, alter or modify the content of the course description and may use the content for the sole purpose of promoting your own training programs.

3.10 Embedding sample materials to promote your own training courses

Sellers may provide sample materials, marketing materials, or demo materials on Leapest. You may use and display on your website these materials. Unless agreed specifically with Seller, you may not edit, alter or modify the content of these materials and may only use them for the purpose of promoting your own training programs. Additional guidance on how to use these materials may be provided by the Seller, and these instructions must be followed by you when using these materials.

4. Paying for the Items

4.1 Leapest provides payment services to its Members as defined in the Leapest Payment Terms for Buyers and Payment Terms for Sellers. Buyers are responsible for paying the Total Fee for the Items purchased on Leapest. The applicable fees are due and payable and collected by Leapest pursuant to the Payment Terms for Buyers.

4.2 As soon as we have received payment, and all criteria required to release Items are met, we will release the Items ordered. If Buyers have a credit facility, we will invoice Buyers after release of the Items.

4.3 Taxes

4.3.1 The Total Fee presented to Buyers is inclusive of taxes where relevant (like VAT in the European Union).

4.3.2 Buyers are responsible for paying all other fees and taxes that are associated with use of Leapest wherever levied. Buyers' responsibility includes withholding tax if it applies, unless we already process the withholding tax.

4.3.3 We may collect geographical information to determine Buyers' location, which may also be used for tax purposes.

4.4 Currency conversion

Leapest facilitates transactions between Buyers and Sellers who may pay in a currency different from their destination currency. This may result in a currency conversion to take place. Leapest offers only a limited number of currencies available for making and receiving payments, and this

may not include the default currency in any geographic location. Details on the Leapest policy for currency conversion can be found in the Leapest Payment Terms for Buyers.

4.5 Promotional code

Occasionally you may find a special offer from a Seller, or from Leapest, which is available through a promotional code. Additional terms may be associated with a promotional activity, and these will be shared separately with you by Leapest.

4.6 Items with an incorrect price

Despite our reasonable efforts, a situation may occur where Items are occasionally listed at an incorrect price or with incorrect information. If this happens we may cancel or reverse a transaction, even after it has been completed and a payment has been processed. If we do this, we will promptly arrange for any payments to be credited or refunded and you must not use the Item unless you repurchase it at the correct price.

4.7 Prices may change without notice

4.7.1 There may be various reasons for prices to change, for example because of exchange rate fluctuations.

4.7.2 If you are quoted a specific price, specific terms are provided that explain the validity of that quote. In case there is no specific date provided, the written quote will be honored in a time-limited fashion. Refer to Fulfillment Terms for details.

4.7.3 Please make sure always to check the price at the time of order, as the prices may have changed.

5. Damaged or missing products

5.1 You will receive a tracking number for physical Items that are shipped to you. Please make sure to sign the delivery order note in presence of the delivery company to indicate that your delivery has been received.

5.2 Please examine your Items upon delivery to ensure there are no visible signs of damaged, missing, or incorrect Items. In the event you notice damaged, incorrect or missing Items, please contact Leapest within 48 hours of delivery.

5.3 If you have not notified us within this timeframe, we consider the delivery to be a perfect delivery. In all other cases, please refer to our Returns and Cancellation policy.

6. Product Availability

Leapest does not promise that specific Items or item versions will continue to be available through the Leapest Catalog. The responsibility for making Items available belongs to the Sellers, and thus falls outside the control of Leapest.

7. Returns, Refunds and Cancellations

Once you have received the license for the Item that you have purchased, you receive a non-exclusive license to use that Item under the terms set out in the license. Under specific conditions you may return the license to us. Please refer to the Fulfillment Terms for details returns, refunds and cancellations policies.

7.1 Digital Items

Digital Items provided to you through a Voucher may be returned. You may return digital products within the limit of the return days indicated to you when the vouchers are issued to you when your order is released. Digital distributed Items include, among other Items: exams, eBooks, eLearning, instructor packages and print licenses. After you have returned the unused and unassigned Items to us, we will credit you for the amount you paid for the Items. Please note that some Items may be subject to an administrative fee and if that is the case, we will withhold these fees.

7.2 Instructor Provisioning Services

Instructor Provisioning Services may be cancelled if they are not yet scheduled. If you purchased instructor provisioning services through Leapest, for example an instructor for the delivery of a training program, you need to abide by the cancellation policy explained in the Fulfillment Terms. Please read them carefully before your place an order.

7.3 Subscriptions

Subscriptions will not be refunded. Leapest does not offer refunds for payments made on subscriptions. If you cancel your subscription, cancellation will be effective at the end of the current period; you will have continued access to your subscription for the remainder of that period, but you will not receive a refund.

7.4 Printed materials or physical Items

Printed Items or physical Items cannot be returned, regardless of the cancellation date or reasons for cancellation.

7.5 Printed materials or printed Items that are damaged

In case printed Items are damaged, missing, or the print quality is not acceptable, and you have notified us within 48 hours of delivery, we will process this as a return. In case your Items get lost in shipping, and this does not fall within the responsibility of the delivery organization, we will offer you a free reprint of the Items.

8. Seller promises to Buyer

8.1 Seller promises that the Items you purchase are of acceptable quality and fit for the purpose for which they are sold. The Items match the description given by the Seller on the Item page and resembles the samples or demos of the Items available for preview to you. When Buyer purchases

Instructor Items, Seller warrants that instructors shall be appropriately skilled and meet the requirements for instructors as stipulated on the Item page.

8.2 If you, as a Buyer, choose to use Items from a Seller, you do so voluntarily and at your own risk. Items are offered 'as is' and 'with all faults' and includes no representation or warranties of any kind, expressed or implied, including the absence or presence of errors, the accuracy of information contained therein, warranties of title and warranties of merchantability.

8.3 Seller further promises that it holds the rights necessary to license that Item to you. Seller promises that your use of the Items does not infringe the intellectual property rights of another party.

8.4 Seller promises that Items and their descriptions are not false, inaccurate, misleading, fraudulent, or unlawful. The Items and their descriptions do not violate any applicable law or regulation, including those governing expert control, consumer protection, unfair competition, criminal law, pornography, anti-discrimination, trade practices or fair trading.

8.5 Seller warrants that Items provided by Seller do not contain viruses or other malicious computer code that are designed to limit the use of computer software or hardware.

8.6 Seller promises to adhere to any accreditation requirements that are applicable to Seller, and are required in the fulfilment of services to you, the Buyer. Seller will proactively communicate to Buyer any accreditation requirements relevant to Buyer and will support Buyer in meeting these requirements.

9. Terms and Termination

Please refer to the Leapest General Terms and Conditions.

10. Legalities and other General Items

Nothing in these terms is to be construed as constituting a partnership, joint venture, employment, or agency relationship between the Buyer and Leapest.

Neither you nor us can act on behalf of the other in any way. However, you appoint us as your limited agent only for these specific purposes:

- for payment services to purchase Items from Sellers;
- for passing on Sellers' promises to Buyers made under the Leapest Terms of Use;
- for limiting your liability to Sellers.